

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made this _____day of _____ 2005, by and between the **JOHN MARSHALL SOIL AND WATER CONSERVATION DISTRICT**, a political subdivision of the Commonwealth of Virginia (hereinafter the "JMSWCD") and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY**, a body politic (hereinafter the "Board").

I. RECITALS.

A. WHEREAS, the JMSWCD is interested in acquiring services for the provision of its personnel and financial operations; and

B. WHEREAS, the County is willing to provide personnel and financial services to the JMSWCD upon the terms and conditions contained herein; and

C. WHEREAS, the JMSWCD has adopted the County's established procedures for financial and personnel functions; and

D. WHEREAS, Virginia Soil and Water Conservation Law, Title 10.1, Section §10.1-533 permits the JMSWCD to employ personnel to carry out its purposes; and

E. WHEREAS, Virginia Soil and Water Conservation Law Section §15-2-1300 permits political subdivisions to jointly exercise their powers; now, therefore,

WITNESSETH:

II. CONSIDERATION.

That in consideration of the mutual covenants and promises contained herein, the JMSWCD and Board agree as follows:

III. TERMS.

- a. **Length of Agreement.** The agreement shall be for a term from the date of its execution through **June 30, 2006**. The agreement shall be automatically renewed for one year from **July 1, 2005 through June 30, 2006**, unless either party receives notice of termination at least three months prior to **June 2006**. Any renewal after **June 30, 2006**, shall be at the mutual consent of both parties.

- b. **Payment for Services Rendered Under the Agreement.** By its execution of this agreement, the Board of Supervisors evidences its intent to provide the JMSWCD with annual funding within the County budget process to supplement state and other local funds. The JMSWCD will reimburse the Board for all actual costs associated with the County's provision of services to JMSWCD, including but not limited to, the costs associated with the provisions and maintenance of a fringe benefits program for JMSWCD.
- c. **Scope of Services.** During the term of this agreement, the Board will provide to the JMSWCD the following services:
- i. **Financial accounting services consisting of:**
 - payroll services;
 - general relationship accounting;
 - provide and maintain leave balance system;
 - preparation and maintenance tax records;
 - ii. **Personnel services consisting of:**
 - preparation and maintenance of salary information;
 - provide and maintain fringe benefits programs.
- d. **Adoption of County Policies.** During the term of this agreement, the JMSWCD agrees to adopt those personnel policies and procedures in use by the County of Fauquier which are acceptable to it in its sole discretion. JMSWCD shall adopt any amendments thereto in a timely fashion so as to continue the guidelines, policies and procedures in an acceptable manner with those of the County throughout the term of this agreement. Notwithstanding the foregoing, JMSWCD shall have the right to employ, terminate, establish work hours, pay scales and position classifications independently of County policies and procedures. Further, this agreement shall in no way restrict the JMSWCD from developing policies and procedures which may be inconsistent with the County of Fauquier. Adoption of such policies and procedures may be cause to terminate this agreement.
- e. **Creation of Interaction Plan.** JMSWCD and County Departments of Personnel and Finance shall develop interaction protocols and guidelines acceptable to all entities. Such protocols shall include any deadlines and timeframes for the exchange of information and provision of services.
- f. **Obligations Subject to Appropriation.** The obligations of JMSWCD and the Board shall be subject to the appropriation of funds by each entity sufficient to meet the obligations imposed hereunder. Should either entity fail to appropriate sums sufficient to meet its obligations under this agreement, the agreement shall terminate upon the last day for which sufficient funds have been appropriated and upon termination all parties shall be released from any and all liabilities hereunder.

- g. **Choice of Law.** This agreement shall be construed under the laws of Virginia.
- h. **Supcesion.** This agreement shall replace and supersede the Memorandum of Agreement adopted by the Fauquier County Board of Supervisors and the John Marshall Soil and Water Conservation District **(signed by Nicolaas A. Kortlandt and G. Robert Lee on 6/7/99).**
- i. **Survival of Terms.** Should any provisions of this agreement be invalidated by a court of competent jurisdiction, all other provisions of this agreement shall remain valid and enforceable.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF FAUQUIER
COUNTY, a Body Politic

By _____

JOHN MARSHALL SOIL & WATER
CONSERVATION DISTRICT, a Political
Subdivision of the Commonwealth of Virginia

By _____

DATE APPROVED _____

PAYROLL PROCEDURES
John Marshall Soil & Water Conservation District

1. Fauquier County Finance will set up payroll accounts for the staff of the JMSWCD under the general ledger of the County. These accounts will include salaries and fringe benefits.

2. Each month the JMSWCD will submit payroll information to the Payroll Division in accordance with County policies.

3. The Payroll Division will prepare the direct deposit and record the necessary information for taxes, health insurance, life insurance, retirement, leave, FICA, unemployment insurance, and any other deductions available to County employees, excluding workman's compensation.

4. Staff of the JMSWCD will pick up the direct deposit pay stubs at the same time as County employees.

5. The JMSWCD will reimburse the amount of the payroll including all expenses for fringe benefits and other deductions.

6. The Payroll Division of Fauquier County will prepare and submit all necessary reports for taxes, insurance, FICA, and any other deductions that apply to JMSWCD staff.

Bryan Tippie, Acting Director of Finance
Fauquier County

Date

Nicolaas A. Kortlandt, Chairman
John Marshall Soil and Water Conservation District

Date

PERSONNEL PROCEDURES
John Marshall Soil and Water Conservation District

- I. Wherever the JMSWCD does not have a separate procedure, policy, or guideline the Fauquier County Personnel procedures, policies, guidelines, and deadlines will be followed. The JMSWCD retains the right to employ, terminate, establish work hours, and establish pay scales and position classifications independently of County policies and procedures.
2. The JMSWCD will submit Personnel Action Notification (PAN) forms to Personnel in accordance with guidelines and deadlines established by Personnel. PANs from the JMSWCD will be approved by the District Chairman of the JMSWCD and do not have to be approved by County Administration. Personnel will follow the same procedures for acting on PANs from the JMSWCD as it follows for PANs from County Departments.
3. The Personnel Department will maintain employee files for each employee of the JMSWCD. Employees of the JMSWCD will contact the Personnel Department on all matters relating to fringe benefits, tax information, leave information, and salary.
4. The Personnel Department will include employees of the JMSWCD in all fringe benefits programs of the County excluding the sick leave bank.
5. The JMSWCD reserves the right to interpret the Personnel Policies adopted by the JMSWCD. Employee questions regarding interpretation should be directed to the District Manager of the JMSWCD. Where necessary, the District Manager of the JMSWCD will confer with the Personnel Department of any interpretation that applies to the JMSWCD staff that may differ from County practice.

Francine Bouldin, Director
Fauquier County Human Resources Department

Date

Nicolaas A. Kortlandt, Chairman
John Marshall Soil & Water Conservation District

Date